

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1   20	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 22-Dec-2004		4. REQUISITION/PURCHASE REQ. NO. W16ROE-4308-5191		5. PROJECT NO.(If applicable)	
6. ISSUED BY US ENGINEER DISTRICT, NEW YORK US ARMY CORPS OF ENG, NYD NEW YORK NY 10278		CODE W912DS		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912DS-05-B-0004	
				X		9B. DATED (SEE ITEM 11) 30-Nov-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this amendment is:  1) to extend the Bid opening date to 19 January 2005 at 10:00 AM EST. 2) to incorporate a revised bid schedule.  All other terms and conditions remain the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  22-Dec-2004	

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

REVISED BID SCHEDULE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FY05 Replace Dormitory Thule Air Base FFP All work for the FY05 Dormitory Replacement as described in the plans and specifications, including all plant, labor and materials, complete and excluding Items Nos. 2, 3, 4 and 5 below and Options. PURCHASE REQUEST NUMBER: W16ROE-4308-5191	1	Lump Sum		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FY05 Replace Dormitory Thule Air Base FFP Site work, all work outside the five-foot line of the building perimeter, inclusive of demolition (As defined by the Civil (C-series drawings and AD-101 and AD-102 and specifications)).	1	Lump Sum		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	FY05 Replace Dormitory Thule Air Base FFP All work for the Final Record Drawing Submission (See paragraph 11 of Section 00800).	1	Lump Sum		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Transportation FFP Transportation: All Government Furnished Transportation From Norfolk, Virginia to Thule Air Base.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Transportation Norfolk to Thule FFP Transportation Norfolk to Thule, Sealift + Port Handling, General Cargo. Unit price estimated at rate of \$167.00.		Measurement Ton		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Transportation Norfolk to Thule FFP Transportation Norfolk to Thule, Sealift + Port Handling, Wood Products, Unboxed. Unit price estimated at rate of \$162.00.		Measurem ent Ton		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Transportation Norfolk to Thule FFP Transportation Norfolk to Thule, Sealift + Port Handling, Metal Products, Unboxed. Unit price estimated at rate of \$170.00.		Measurem ent Ton		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD	Transportation Norfolk to Thule FFP Transportation Norfolk to Thule, Sealift + Port Handling, Vehicles 10,000 lbs or less. Unit price estimated at rate of \$135.00.		Measurem ent Ton		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004AE

Measurment Ton

Transportation Norfolk to Thule  
FFP  
Transportation Norfolk to Thule, Sealift + Port Handling, Vehicles Over 10,000 lbs. Unit price estimated at rate of \$137.00.

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004AF

Measurment Ton

Transportation Thule to Norfolk  
FFP  
Transportation Thule to Norfolk, Sealift + Port Handling (Retro-grade) General Cargo. Unit price estimated at rate of \$167.00

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG	Transportation Thule to Norfolk FFP Transportation Thule to Norfolk, Sealift + Port Handling (Retro-grade) Wood Products, Unboxed. Unit price estimated at rate of \$162.00.		Measurem ent Ton		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH	Transportation Thule to Norfolk FFP Transportation Thule to Norfolk, Sealift + Port Handling (Retro-grade) Metal Products, Unboxed. Unit price estimated at rate of \$170.00.		Measurem ent Ton		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ	Transportation Thule to Norfolk FFP Transportation Thule to Norfolk, Sealift + Port Handling (Retro-grade) Vehicles 10,000 lbs or less. Unit price estimated at rate of \$135.00.		Measurem ent Ton		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004AK	Transportation Thule to Norfolk FFP Transportation Thule to Norfolk, Sealift + Port Handling (Retro-grade) Vehicles Over 10,000 lbs. Unit price estimated at rate of \$137.00.		Measurment Ton		
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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005	FY05 Replace Dormitory Thule Air Base FFP Transportation: Furnished From Denmark to Thule AB				
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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0005AA	General Cargo- Unitized FFP Cargo under 600 kg/CM. Unit price estimated at rate of 455 DKr...		Cubic Meter		
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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	General Cargo- Unitized FFP Cargo over 600 kg/CM. Unit price estimated at rate of .75 DKr..		Kilogram		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC	General Cargo-Non- Unitized FFP Cargo under 600 kg/CM. Unit price estimated at rate of 520 DKr..		Cubic Meter		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD	General Cargo-Non- Unitized FFP Cargo over 600 kg/CM. Unit price estimated at rate of .88 DKr..		Kilogram		

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NET AMT

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE	Lumber – Unitized FFP Cargo under 800 kg/CM. Unit price estimated at rate of 455 DKr..		Cubic Meter		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF	Lumber - Unitized FFP Cargo over 800 kg/CM. Unit price estimated at rate of .55 DKr..				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG	Lumber Non-Unitized FFP Cargo under 800 kg/CM. Unit price estimated at rate of 510 DKr..		Cubic Meter		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH	Lumber Non-Unitized FFP Cargo over 800 kg/CM. Unit price estimated at rate of .60 DKr..		Kilogram		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ	Lumber Non-Unitized FFP Cement - Unitized. Unit price estimated at rate of .40 DKr..		Kilogram		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AK	Motor Vehicles FFP Less than 1000 KG. Unit price estimated at rate of 8000 DKr..		Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AL	Motor Vehicles FFP 1001 through 1200 KG. Unit price estimated at rate of 11,000 DKr..		Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AM	Motor Vehicles FFP 1201 through 1500 KG. Unit price estimated at rate of 12,000 DKr..		Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AN	Motor Vehicles FFP 1501 through 2500 KG. Unit price estimated at rate of 14,000 DKr..		Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AP	Heavy Machinery FFP Less than 2500 KG. Unit price estimated at rate of 570 DKr..		Square Meter		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AQ	Heavy Machinery FFP 2501 through 7500 KG. Unit price estimated at rate of 570 DKr..		Square Meter		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AR	Heavy Machinery FFP 7501 through 15000 KG. Unit price estimated at rate of 1,275 DKr..		Square Meter		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lump Sum		
OPTION	OPTIONAL BID ITEM No. 1 FFP Deduct for all interior finish out work complete for (1) one SNCO module, Room 301. See Note 11 for further description of this option.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lump Sum		
OPTION	OPTIONAL BID ITEM No. 2 FFP Deduct for all interior finish out work complete for (1) one SNCO module, Room 302. See Note 11 for further description of this Option.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lump Sum		
OPTION	OPTIONAL BID ITEM No. 3 FFP Deduct for all interior finish out work complete for (1) one SNCO module, Room 303. See Note 11 for further description of this Option.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lump Sum		
OPTION	OPTIONAL BID ITEM No. 4 FFP Deduct for all interior finish out work complete for (1) one SNCO module, Room 304. See Note 11 for further description of this Option.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lump Sum		
OPTION	OPTIONAL BID ITEM No. 5 FFP All landscaping work completed in accordance with drawings L-101 and L-501 and specifications.				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lump Sum		
OPTION	OPTIONAL BID ITEM No. 6 FFP Complete the construction in 540 calendar days in lieu of 720 calendar days.				

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NET AMT

FOB: Destination

**TOTAL BID****TOTAL BASE BID PRICE FOR LINE ITEMS 0001- 0005**

\$ \_\_\_\_\_

**TOTAL BASE BID WITH OPTIONAL BID ITEMS FOR LINE ITEMS 0001- 0010**

\$ \_\_\_\_\_

**SECTION 00010 - SOLICITATION CONTRACT FORM**

The required response date/time has changed from 06-Jan-2005 10:00 AM to 19-Jan-2005 10:00 AM.

**SUBCLIN 0005AA**

The CLIN extended description has changed from Cargo under 600 kg/CM. Unit price estimated at rate of \$455.00. to Cargo under 600 kg/CM. Unit price estimated at rate of 455 DKr..

**SUBCLIN 0005AB**

The CLIN extended description has changed from Cargo over 600 kg/CM. Unit price estimated at rate of \$0.75. to Cargo over 600 kg/CM. Unit price estimated at rate of .75 DKr.

**SUBCLIN 0005AC**

The CLIN extended description has changed from Cargo under 600 kg/CM. Unit price estimated at rate of \$520.00. to Cargo under 600 kg/CM. Unit price estimated at rate of 520 DKr..

**SUBCLIN 0005AD**

The CLIN extended description has changed from Cargo over 600 kg/CM. Unit price estimated at rate of \$0.88. to Cargo over 600 kg/CM. Unit price estimated at rate of .88 DKr..

**SUBCLIN 0005AE**

The CLIN extended description has changed from Cargo under 800 kg/CM. Unit price estimated at rate of \$455.00. to Cargo under 800 kg/CM. Unit price estimated at rate of 455 DKr..

**SUBCLIN 0005AF**

The CLIN extended description has changed from Cargo over 800 kg/CM. Unit price estimated at rate of \$0.55. to Cargo over 800 kg/CM. Unit price estimated at rate of .55 DKr..

SUBCLIN 0005AG

The CLIN extended description has changed from Cargo under 800 kg/CM. Unit price estimated at rate of \$510.00. to Cargo under 800 kg/CM. Unit price estimated at rate of 510 DKr..

SUBCLIN 0005AH

The CLIN extended description has changed from Cargo over 800 kg/CM. Unit price estimated at rate of \$0.60. to Cargo over 800 kg/CM. Unit price estimated at rate of .60 DKr..

SUBCLIN 0005AJ

The CLIN extended description has changed from Cement - Unitized. Unit price estimated at rate of \$0.40. to Cement - Unitized. Unit price estimated at rate of .40 DKr..

SUBCLIN 0005AK

The CLIN extended description has changed from Less than 1000 KG. Unit price estimated at rate of \$8000.00. to Less than 1000 KG. Unit price estimated at rate of 8000 DKr..

SUBCLIN 0005AL

The CLIN extended description has changed from 1001 through 1200 KG. Unit price estimated at rate of \$11,000.00. to 1001 through 1200 KG. Unit price estimated at rate of 11,000 DKr..

SUBCLIN 0005AM

The CLIN extended description has changed from 1201 through 1500 KG. Unit price estimated at rate of \$12,000.00. to 1201 through 1500 KG. Unit price estimated at rate of 12,000 DKr..

SUBCLIN 0005AN

The CLIN extended description has changed from 1501 through 2500 KG. Unit price estimated at rate of \$14,000.00. to 1501 through 2500 KG. Unit price estimated at rate of 14,000 DKr..

SUBCLIN 0005AP

The CLIN extended description has changed from Less than 2500 KG. Unit price estimated at rate of \$570.00. to Less than 2500 KG. Unit price estimated at rate of 570 DKr..

SUBCLIN 0005AQ

The CLIN extended description has changed from 2501 through 7500 KG. Unit price estimated at rate of



\$570.00. to 2501 through 7500 KG. Unit price estimated at rate of 570 DKr..

SUBCLIN 0005AR

The CLIN extended description has changed from 7501 through 15000 KG. Unit price estimated at rate of \$1,275.00. to 7501 through 15000 KG. Unit price estimated at rate of 1,275 DKr..

The following have been modified:

NOTES

**0NOTES:**

1. \*Explanation of Units:

CM is cubic meters      KG is kilograms  
M2 is meters squared Measurement Ton (40 cubic feet) which equals 1.12 cubic meters

2. "Transportation from Denmark" means that the U.S. Embassy will provide a ship from Denmark to Thule AB, GL; however, it is not free. The Contractor shall reimburse the U.S. Embassy in Denmark the actual carrier cost for the transportation, the prices listed are from the 2004 agreement and will be used for evaluation purposes. This is not considered Government Furnished Transportation.

3. Bids may be in U.S. dollars or Danish Kroners. DO NOT PROPOSE IN TWO CURRENCIES. The currency used shall be indicated on the Price Schedule. For the purpose of comparing bids, the Contracting Officer will use the exchange rate on the day of the Bid Opening.

4. Construction Award will not include Government Furnished Transportation.

5. Contractors not utilizing Government Furnished Transportation shall include shipping costs in their Base Bid Items, as applicable. In such cases, the applicable transportation price schedule should be marked "NOT APPLICABLE".

6. The Contractor shall be billed for all quantities over the amount stated in the bid items for Government Furnished. Transportation or shall ship at his own expense through private carrier all items over the amounts stated in the bid items.

7. The low bidder for purposes of award will be the conforming responsible bidder offering the lowest amount for the Base Bid Items (0001-0005) plus Optional Bid Items (0006-0010), excluding Optional Item No. 6 (CLIN 0011).

8. The minimum construction award will be the amount bid for the Base Bid Items.

9. Bidders are required to bid on the Base Bid and all Optional Bid Items or their bids will be rejected.

10. Bidders are reminded that they must bid on the issued plans and specifications as amended. Any deviations, conditions or attachments made by

the bidder himself thereto may render the bid non-responsive and be cause for its rejection.

11. Refer to plan 1 of Sheet A-401 of the drawings for a typical SNCO Module. This deductive alternate shall exclude, window, radiator, finishes for exterior walls, partition walls between modules and partition walls adjacent to the corridor. Refer to 1/A-401 for the extent of (1) one typical SNCO module. Refer to 1/A-405 for the typical SNCO shell unit. Provide 20 mm empty conduit from panel board to proposed unit panel board location. Wiring to be provided for future module unit finish-out. Provide 25 mm sleeve for LAN, 25 mm sleeve for telephone, 20 mm sleeve for Fire system, 20 mm sleeve for CATV and 20 mm sleeve for future secured LAN (minimum 1 meter from existing LAN). Hot and cold water risers with valved and capped branch outlets for each bathroom group shall be provided. Sanitary and vent stacks with capped branch connections to future bathroom fixture groups shall also be provided. All HW heating piping and all HW heating devices are to be installed. This applies to piping specifically for this module and for piping passing through this module to other rooms. The ventilation ducts are to be stubbed at corridor partition with balancing devices added to enable the system(s) to be set up and balanced. Balancing devices can be removed if not required for the total module finish-out. Ductwork will in turn be extended as currently depicted in M-series drawings for the complete module finish-out. Pendant type sprinkler heads to be provided for this module in the locations as shown on the fire protection drawings with the intent to replace the existing drop riser.

12. Option #5: At any time prior to 180 calendar days after award of the contract, the Government at its option, may direct the Contractor, by written order to perform the work and/or services provided under Option #5.

13. Option #1, 2, 3, 4 & 6: At any time prior to 30 calendar days after award of the contract, the Government at its option, may direct the Contractor, by written order, to perform the work and/or services provided under these Options.

14. All pallets and containers used for the transportation of contractor's cargo from Denmark shall be the contractor's responsibility and the contractor's expense.

15. Optional Bid Item No. 6, will not be used for the purposes of determining the low bidder.

16. Line Item Number 0003 is pre-priced at \$10,000, it's a firm fixed line item, and the price shown may not be changed, see paragraph 11(i) of Section 00800.

17. PDF Versions of performance and payment bonds are attached.

## SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been added by full text:

## 52.228-1 BID GUARANTEE (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-
- (c) The amount of the bid guarantee shall be 20% percent of the bid price or \$3,000,000.00, whichever is less.-
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

## 52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

- (a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

- (b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

- (c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

The following have been modified:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of clause)

(End of Summary of Changes)

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

**PENAL SUM OF BOND**

MILLION(S) THOUSAND(S) HUNDRED(S) CENTS

CONTRACT DATE CONTRACT NO.

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

**PRINCIPAL**

SIGNATURE(S)	1.  (Seal)	2.  (Seal)	3.  (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

**INDIVIDUAL SURETY(IES)**


SIGNATURE(S)	1.  (Seal)	2.  (Seal)
NAME(S) (Typed)	1.	2.

**CORPORATE SURETY(IES)**

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.  (Seal)	2.  (Seal)		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
<b>SURETY C</b>	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
<b>SURETY E</b>	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
<b>SURETY G</b>	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		

<b>BOND PREMIUM</b> 	RATE PER THOUSAND (\$)	TOTAL (\$)

**INSTRUCTIONS**

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

<b>PAYMENT BOND</b> <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.:9000-0045	
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405			
PRINCIPAL <i>(Legal name and business address)</i>		TYPE OF ORGANIZATION <i>("X" one)</i>  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP  <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION	
SURETY(IES) <i>(Name(s) and business address(es))</i>		PENAL SUM OF BOND MILLION(S) THOUSAND(S) HUNDRED(S) CENTS  CONTRACT DATE CONTRACT NO.	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL					
SIGNATURE(S)	1.  (Seal)	2.  (Seal)	3.  (Seal)	Corporate Seal	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.		
INDIVIDUAL SURETY(IES)					
SIGNATURE(S)	1.  (Seal)		2.  (Seal)		
NAME(S) <i>(Typed)</i>	1.		2.		
CORPORATE SURETY(IES)					
SURETY A	NAME & ADDRESS	STATE OF INC.		LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.		2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.		2.	

**CORPORATE SURETY(IES) (Continued)**

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

**INSTRUCTIONS**

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space

designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.